FILE BOOK 30

Davidson County DEEDWARR
Recvd: 03/30/01 10:41 2pgs
Fees:11.00 Taxes:591.63

20010330-0030714

State of Tennessee
County of Williamson

The actual consideration or value whichever is greater is $159,900.00.

Subsribed and sworn before me this the 28th day of March, 2001.

Affiant

Notary Public

My Commission Expires
April 6, 2004

(Affix Seal)

WARRANTY DEED

This instrument prepared by:

SOUTHEAST TITLE of Tennessee, Inc. Y013006

7000 Executive Center Drive, Suite 100, Brentwood, Tennessee 37027

Address of new owner:
Bryan A. Gaus
305 Moonwater Court
Hermitage, TN 37076

Send tax bills to:
BANK OF AMERICA, N.A.
2059 NORTHLAKE PARKWAY
TUCKER, GA 30084

Map 98-13-A Parcel 52CO

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE(S), AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

Continental Development and Construction, Inc.

HEREINAFTER CALLED THE GRANTOR(S), HAVE THIS DAY BARGAINED AND SOLD, AND BY THESE PRESENTS DO HEREBY TRANSFER AND CONVEY UNTO

Bryan A. Gaus

HEREINAFTER CALLED THE GRANTEE(S), THEIR SUCCESSORS AND ASSIGNS, A CERTAIN PARCEL OF LAND, TOGETHER WITH ALL TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO LOCATED IN Davidson COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Being Lot Number 52 on the Plan of Phase Two, Section Four, New Hope Point, a Planned Unit Development of record in Plat Book 9700, page 874, Register's office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being part of the property conveyed to Continental Development and Construction, Inc., a Tennessee corporation by Deed of record in Instrument No. 20001128-0116634, Register's Office for said County.

THIS IS IMPROVED PROPERTY KNOWN AS 305 Moonwater Court, Hermitage, TN 37076

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenance, estate, title and interest thereto belonging to the said GRANTEES, their successors, heirs or assigns, forever; and we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, have good right to convey it , and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their successors, heir and assigns against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural and singular, and use of any gender sahll be applicable to all genders.

Subsribed and sworn before me this the 28th day of March, 2001.

Continental Development and Construction, Inc.

BY: _____

Nicholas S. Psillas
Vice President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County aforesaid, Nicholas S. Psillas, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Vice President, of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and official seal, this 28th day of March, 2001.

My commission expires:

E. DIANNE COBLE
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TENN.

My Commission Expires Sept. 25, 2004

Notary Public